CHAMPERTY—ASSIGNMENT OF A CHOSE IN ACTION TO AN ATTORNEY.—In return for services rendered that he was willing to settle for $5,000 in cash, an attorney took an assignment of a claim for treble damages arising from a violation of the Sherman Anti-Trust Act. At the time of the assignment, he estimated the claim to be worth $75,000, and if trebled it would consequently net him $225,000. *Held,* the transaction was champertous and, therefore, an action on the assignment could not be maintained. *Sampliner* v. *Motion Picture Patents Co.* (D. C., S. D. N. Y. 1917) 243 Fed. 277.

At common law two elements were essential in order to make an agreement champertous: first, an undertaking by one person to defray the expense in whole or in part of another's suit; and, second, an agreement on the part of the latter to partition with the former the proceeds, if any, of the litigation. 4 Bl. Comm. *135; see *Brush* v. *City of Carbondale* (1907) 229 Ill. 144, 82 N. E. 252. The facts in the principal case, therefore, would not constitute champerty at common law, since there was no agreement to divide the proceeds of the suit. But under modern law, the crime is stripped of its ancient technical strictness, and is now a rule of public policy. 17 Columbia Law Rev. 335. So, the buying of a chose in action by an attorney with intention to sue thereon has been held "champerty in its most odious form". *Slade* v. *Zeitfuss* (1904) 77 Conn. 457, 59 Atl. 406. But if the assignment be in consideration of an antecedent debt or for services rendered, it is not champerty. *Ware's Adm'r.* v. *Russell* (1881) 70 Ala. 174; N. Y. Code of Civ. Proc. § 76. In the instant case, the assignment was in consideration of an antecedent debt arising from services rendered. Hence, neither under the common law nor the modern theory was champerty committed. But in view of the fact, that an attorney is an officer of the court, his transactions are scrutinized jealously, *Matter of Holland* (1906) 110 App. Div. 799, 97 N. Y. Supp. 202, and acts which are deemed to be professional misconduct on his part will not be countenanced. *In re A Solicitor* [1912] 1 K. B. 302; *Wernimont* v. *State ex rel. Little Rock Bar Ass'n.* (1911) 101 Ark. 210, 142 S. W. 194. What is termed champerty is often in reality professional misconduct, and this seems to be the basis of the instant case. It would be hard for the attorney to show that the acceptance of a claim, which, if successfully prosecuted would net over $200,000 in payment for services valued at $5,000, was not a gross speculation and an unethical trafficking in the lawsuit of another. If courts would enforce contracts of this nature, legal sanction would be obtained for questionable conduct by attorneys with regard to the claims of others and the door would be open to flagrant contravention of public policy.

CONSENT — CRIMINAL ASSAULT BY HUSBAND ON WIFE — VENEREAL DISEASE.—Defendant was indicted for an assault on his wife in infecting her with syphilis. The judge in charging the jury ruled that the wife never consented to the inoculation of a loathsome disease and that if the defendant infected her knowingly, they should find him guilty. *State* v. *Lankford* (Del. 1917) 102 Atl. 63.

Consent as a defence to an indictment for assault means an intelligent assent to the act as contemplated and perpetrated by the defendant. Thus consent to medical treatment does not mean consent to defilement, *Reg.* v. *Case* (1850) 4 Cox C. C. 220, or lewd fondling; *Rex* v. *Rosinski* (1824) 1 Mood. 19; *Bartell* v. *State* (1900) 106 Wis. 342, 82 N. W. 142; consent to eat food is not consent to eat poison or